

CERTIFICATE OF MAILING

I certify that this document and fee is being deposited on May 17, 1999 with the U.S. Postal Service as Express Mail Label No. EL214092210US under 37 C.F.R. 1.10 and is addressed to the Assistant Commissioner for Patents, Box Missing Parts, Washington, D.C. 20231.

Heborah A. Mier  
Signature of Person Mailing Correspondence

Inventor: Blandina et al. Docket No.: 10655.7117  
Serial No.: 09/241,188 Filing Date: February 1, 1999  
Group Art No.: 2761 Examiner: To Be Assigned  
Title: STORED VALUE TRANSACTION SYSTEM  
HAVING AN INTEGRATED DATABASE  
SERVER

STATEMENT REGARDING NON-SIGNING INVENTORS

STATE OF ARIZONA )  
) SS.  
County of Maricopa )

I, Howard I. Sobelman, being first duly sworn, hereby affirm that to the best of my personal knowledge:

1. I am an attorney in the law firm of Snell & Wilmer LLP.
2. Snell & Wilmer represents American Express Inc, in regards to certain intellectual property matters, and I have personally provided legal counsel to American Express in regards to many of their intellectual property matters.
3. Snell & Wilmer was retained by American Express to prepare a patent application for an object-oriented electronic transaction system, namely the invention described in Application Serial No. 09/105,406 filed June 26, 1998. While preparing that application, we determined that the primary inventor of the relevant technology is Michael Blandina, and that Mari Belczynski and Robert Berry also contributed to the invention covered by the subsequently

filed claims. It is our understanding that Mr. Blandina is a consultant to American Express, and that Ms. Belczynski and Mr. Berry were employees of American Express during the time that the invention was conceived, but were no longer employed by American Express when the patent application was prepared and filed.

4. Application serial number 09/105,406 was prepared by Snell & Wilmer primarily based upon the input from Mr. Blandina and American Express personnel. Although we did not have contact information for Mr. Berry and Ms. Belczynski, we provided copies of draft applications to them courtesy of Mr. Blandina. Although given the opportunity, neither Mr. Berry nor Ms. Belczynski provided any comments about the patent application during the drafting phase. After drafting the application, we mailed a copy of the Declaration and application to American Express on August 11, 1998 (Exhibit "A") with a request that American Express have the three inventors execute the Declaration as soon as possible. American Express forwarded the Declaration and applications to the three inventors for review and, if accurate, signatures. After reviewing the application, Mr. Blandina suggested minor changes to the application, so we prepared a draft Preliminary Amendment. Mr. Blandina then stated that the application was accurate and agreed to sign the Declaration. However, even though Mr. Blandina asserted that the patent application was accurate, Mr. Berry and Ms. Belczynski still refused to sign the Declaration (Exhibit "B").

5. Because we did not receive an executed Declaration from any of the inventors, we forwarded another copy of the Declaration to the inventors on January 20, 1999 (Exhibit "C"). On January 22, 1999, one of the inventors, Mr. Blandina, executed the "Declaration for Patent Application" for the originally-filed application serial No. 09/105,406. At that point, we learned

that Mr. Berry and Ms. Belczynski both retained the same counsel to represent them in an employment dispute with American Express. I sent a letter to their counsel, Mr. Bradley P. Pollock, Esq., on January 27, 1999 (Exhibit "D") again requesting that Mr. Berry and Ms. Belczynski review the application, and if accurate, sign the declaration. Moreover, my letter offers to compensate Mr. Berry and Ms. Belczynski for their time in reviewing the application.

6. We received a response from Mr. Pollock on January 28, 1999 (Exhibit "E") stating that Mr. Berry and Ms. Belczynski would not review the draft until additional information was provided regarding their employment contracts and they received compensation for "the value of their services".

7. The six month deadline for responding to the "Notice to File Missing Parts" was due to expire, so to preserve American Express' rights in the invention, we filed the present application serial no. 09/241,188 (which did not include new matter), a continuation of the 09/105,406 application, on February 1, 1999. On March 5, 1999, I provided copies of the continuation application and Declaration to Mr. Blandina (Exhibit "F") and to Mr. Pollock (Exhibit "G") (via Federal Express). Mr. Blandina again agreed that the application was accurate and executed the Declaration on May 17, 1999. However, instead of the executed Declarations, I again received a vague response from Mr. Pollock on March 15, 1999 (Exhibit "H") stating that "it is impossible to determine the extent of my clients' legal obligation" in the absence of more information.

8. I again responded to Mr. Pollock on April 9, 1999 (Exhibit "I") stating that we still had not received the signed Declarations and citing the legal basis for our belief that Mr. Berry and Ms. Belczynski are obligated to assign the invention to American Express, even in the

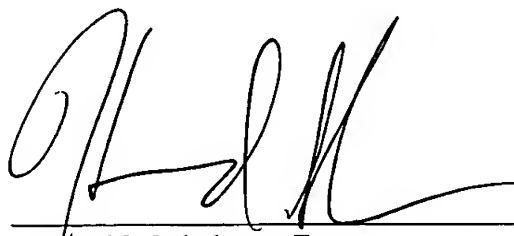
absence of a contractual obligation. I have not received a response to this letter, and to this day, neither Mr. Pollock, Mr. Berry or Ms. Belczynski have forwarded an executed Declaration to my office or to American Express.

9. Based upon the statements from Mr. Pollock, Mr. Berry and Ms. Belczynski in the attached letters, it is my belief that Mr. Berry and Ms. Belczynski are refusing to sign the Declaration to inappropriately attempt to obtain leverage in their employment dispute with American Express. Particularly, Mr. Berry and Ms. Belczynski continually refuse to provide comments on the patent application, and instead, repeatedly respond with vague, unrelated requests for compensation and for further information relating to their employment arrangements with American Express. Moreover, the main inventor, Mr. Blandina, asserts that the application is accurate and executed the Declaration; however, we have offered compensation and ample time to review the Declarations, yet Mr. Berry and Ms. Belczynski have still not executed and returned the Declarations to us.

10. Based on the foregoing, the conduct of Mr. Berry and Ms. Belczynski constitutes a refusal to execute the application papers.

11. To the best of my knowledge, Mr. Berry and Ms. Belczynski can be reached through their attorney, Mr. Bradley P. Pollock, Esq., Bell & Pollock, 26 W. Dry Creek Circle, Littleton, CO 80120.

DATED this 17th day of May, 1999.



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Howard I. Sobelman, Esq.  
Reg. No. 39,038